Document Number

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THIRD ADDITION TO WATERLEFE ESTATES

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County: **OUTAGAMIE COUNTY** State: **WI**

Sarah R. VanCamp

SARAH R VAN CAMP, REGISTER OF DEEDS
Return via MAIL (REGULAR)
MEADOWVIEW DEVELOPMENT LLC

Property described as:

Lots 157 through 202, *THIRD* ADDITION TO WATERLEFE ESTATES, Village of Greenville, Outagamie County, Wisconsin as recorded in the register of Deeds office on April 9, 2021 in Cabinet N, Pages 103 and 104 as Document No 2230071.

Recording Area

Name and Return Address

Meadowview Development, LLC
2525 S Oneida Street
Appleton WI 54915

(8)

See below.

Parcel Identification Number (PIN)

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This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

Return to:
Meadowview Development, LLC
2525 S. Oneida Street
Appleton, WI 54915

(recording area)

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR *THIRD* ADDITION TO WATERLEFE ESTATES

THIS DECLARATION of Conditions, Covenants, and Restrictions for *Third* Addition to Waterlefe Estates, Village of Greenville, Outagamie County, Wisconsin is made this 30 day of November, 2021, by Meadowview Development, LLC, a Wisconsin limited liability company, (the "Developer"). Developer is the owner of the following described real estate in the Village of Greenville, Outagamie County, Wisconsin, being the real estate now duly platted as:

> **Lots 157 through 202, *THIRD* ADDITION TO WATERLEFE ESTATES, Village of Greenville, Outagamie County, Wisconsin, as recorded in the register of Deeds office on April 9, 2021 in Cabinet N, Pages 103 and 104 as Document No. 2230071**

and hereby makes the following declaration of covenants, conditions and restrictions that run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and shall be for the benefit of, and limitations on, all future owners in such subdivision.

1. Purpose. The purpose of these covenants, conditions and restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisance, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of their property, with no greater restriction on the free and undisturbed use of their property than is necessary to insure the same advantages to all other lot owners.

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2. Architectural control. No dwelling, house or other structure shall be erected or constructed on any lot in this subdivision unless and until the plans and specifications have been submitted to, and approved by, Developer.

3. Land use and building type. All of the lots shall be restricted to use for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any of the above lots other than one single-family dwelling not to exceed two and one-half (2 ½) stories in height, with additional limits and conditions as set forth herein. Only single-family residences of conventional construction shall be permitted.

4. Grade. The maximum height of the house foundation may not be more that sixteen (16) inches above ground level adjacent to the house and no more than twenty-four (24) inches above the finished street grade, provided, however, that all grades shall comply with the Surface Water Drainage Plan approved by the Village of Greenville and on file with the Village of Greenville.

5. Basement/Footings. No slab house shall be allowed. All residential buildings must have a basement under at least forty percent (40%) of the ground area, and footings of at least four (4) feet in depth below the balance of the residence.

6. Garages. Every residence shall have a private attached garage, accommodating not less than two (2) cars, and shall not be less than 576 square feet nor more than 1080 square feet.

7. Roof pitch. The roof pitch on all residences must be a minimum of 6/12 pitch, and the exterior design must be harmonious with the neighborhood. The pitch of all gables coming off the main roof must be less than 6/123 pitch.

8. Parking of Vehicles. Snowmobiles, boats, trailers, semi tractors and trailers, mini-bikes, motorcycles, recreational vehicles, motor homes, campers, fish shanties or unlicensed, un-operable or junk vehicles shall not be stored on the property other than inside the garage. This restriction is not applicable during the period of construction on the lot.

9. Construction time. All homes shall be completed within twelve (12) months after commencement of building, and shall not be occupied prior to being completed. All lawns must be completed within one (1) year after occupancy.

10. Minimum floor plan size. The following shall be the minimum floor areas for

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homes to be constructed on a lot, exclusive of basement area, garage area and open porch areas:

(a) The ground floor of a one-story house shall be a minimum of 1,350 square feet;

(b) The ground floor of a one and one-half, two or two and one-half house shall be a minimum of 900 square feet;

(c) The ground floor of a bi-level house shall be a minimum of 900 square feet; and

(d) The top two levels of a split-level or quad-level house shall be an aggregate minimum of 1,500 square feet of finished living area in compliance with local code.

No portion of any level which has its floor below grade will be considered living space except as may be permitted by Developer. All homes other than bi-level must have a basement or crawl space.

11. Type of Construction. No used buildings or residences shall be moved onto any lot.

12. Storage or Utility Buildings/Outbuildings. One storage building or outbuilding shall be permitted per lot, but such building must be the same architectural design as the residence, and must have the same roof design, roof material and siding material as the residence. No storage building or outbuilding may be greater than sixteen (16) feet by twenty (20) feet in size.

13. Compliance with state and municipal codes. Setback lines, side yard lines and building codes for any residence shall be in compliance with all ordinances and regulations of Outagamie County, the Village of Greenville, and the State of Wisconsin.

14. Driveways. All driveways are to be hard surfaced, to the sidewalk, with concrete or blacktop, or similar surface, within one (1) year of home occupancy.

15. Drainage Pattern. The landscaping of each individual lot shall comply with the drainage plan approved by the Village of Greenville and on record at Greenville Village Hall.

16. Trash/Burning/Litter. All trash and waste shall be kept out of public view and in sanitary containers that shall not be aesthetically offensive or unsightly. There shall be no burning of any kind, including, but not limited to, leaves, upon any lot. No lot shall be used as a

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dumping ground for litter, unwanted stones, grass clippings, branches, garbage or other rubbish.

17. Antennas/Satellite Dishes. Radio and TV antennas are not allowed on the exterior of a building or on poles. Satellite dishes are allowed, however, they are not allowed in the front or on the roof of a building. Satellite dishes are to be kept to the side or rear of the home and hidden from view as much as possible.

18. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

19. Animals. No animal, livestock, reptiles, birds, or poultry of any kind shall be raised, bred, or kept on any lot, except that two dogs and two cats per household may be kept inside the residence, provided they are not kept, bred or maintained for any commercial purpose. Nothing contained herein, however, shall be construed to permit the keeping of any dog or cat which, in any way, constitutes a nuisance. Pets must be on a leash or otherwise constrained when outside a residence.

20. Subdividing. None of the lots may be subdivided or partitioned, except by Developer.

21. Lighting. All outdoor lighting shall be ornamental. Any pole lighting shall be erected on ornamental poles. Flood lighting may be used provided it is not offensive to the neighboring properties or roadway.

22. Temporary Structures. No structure of a temporary nature, shanty or similar structure shall be permitted on any lot either temporarily or permanently. No structure other than a fully completed residence shall be occupied.

23. Pre-construction maintenance. Lot owners are responsible for the maintenance of their lots before construction begins. No trash or waste, weeds, woodpiles, or long grass is permitted.

24. Growth and Debris. The owners of each improved lot shall keep said lot, together with all lands lying in road right-of-way between the lot and the traveled portion of all roads that abut the lot, mowed and attractive. No refuse pile, rubbish or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon; and in the event the owners shall refuse, upon written notification to keep the property free of weeds, underbrush, refuse piles or other

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unsightly growth or objects, then agents of the maker of these covenants may enter upon said land and remove same at the expense of the owner, and such entry shall not be deemed as trespass.

25. Walls and Fences. Walls and Fences shall be permitted at the sole discretion of the Developer. Lot owner must provide plans and specs to Developer for approval.

26. Encroachment. For purposes of these covenants, conditions and restrictions, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this paragraph shall not be construed to permit any portion of a building to encroach upon another lot.

27. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign no larger than one square foot, or one sign no larger than five square feet advertising the property during the construction and/or sales period.

28. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved and restricted as shown on the recorded plat. The easement area of each lot and all improvements on the lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority ore utility company is responsible. The following uses, structures and activities are prohibited in any easement; filling, grading and excavating; construction or placement of any building or structure; the cultivation of crops, fruits or vegetables; the planting of trees or shrubs; the dumping or deposing of ashes, waste, compost, fill or materials of any kind or nature; and the storage of vehicles, equipment, materials or personal property of any kind or nature.

29. Removal of Dirt. So long as Developer owns any lot in this subdivision, Developer reserves the right to direct the disposition of any dirt which is to be removed from any lot in the subdivision. Such disposition directed by Developer shall remain within the subdivision.

30. Clotheslines. No clothesline or laundry line of any kind whatsoever shall be located in any outdoor area on any lot unless it is of a temporary (or completely retractable) nature.

31. Severability. Invalidation of any of the conditions, covenants or restrictions, by judgment or court order, shall in no way affect any of the remaining conditions, covenants or

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restrictions, which shall remain in full force and effect.

32. Amendment. This Declaration may be modified, clarified, changed and/or amended at any time and in any manner by written declaration setting forth such modification, change, clarification and/or amendment, which has been executed by the owners of at least fifty percent (50%) of the lots in the subdivision, in such form as to allow it to be recorded in the Outagamie County Register's Office; provided, however, that such modification, change, clarification and/or amendment shall require the written approval, in recordable form, of Developer, so long as Developer owns any lot(s) in the subdivision. Further, so long as Developer owns any property in the subdivision, Developer, by itself alone, shall be entitled to modify, clarify, change and/or amend the covenants, conditions and restrictions.

33. Enforcement. Enforcement shall be by proceedings at law or equity, against any person or persons violating or attempting to violate any condition, covenant or restriction, either to restrain such violation or to recover damages. Any lot owner may enforce the provisions of this Declaration by proceedings in law or equity against any person, violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages or both. The Village of Greenville and Outagamie County may enforce the provisions of paragraphs 32 and 34 respectively, of this Declaration.

34. Relation to Public Regulations. Where the provisions of this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail.

35. Terms. These conditions, restrictions any requirements are covenants running with the land, and shall become binding upon the grantors and grantees of the property herein, their respective heirs, executors, administrators and assigns, for the period of twenty (20) years from and after the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years, unless any instrument terminating or reducing the term is executed in accordance with Section 31 above.

36. Mailboxes. Developer shall not be responsible or liable for maintenance of mail or parcel delivery, improvements, property, equipment, foundation, or systems. All costs whatsoever related thereto (including installation, repair, maintenance, and replacements) shall

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be the responsibility of the lot owners, solely and exclusively.

IN WITNESS WHEREOF, Developer has executed this instrument as of the 30 day of November, 2021.

Meadowview Development, LLC

by Jason C. Haen, its agent

Subscribed and sworn to before me
this 30th day of November, 2021.

Notary Public, State of Wisconsin
My commission expires: 12/26/2021

SHERI L. JONES NOTARY PUBLIC STATE OF WISCONSIN

This document drafted by:
Thomas S. Wroblewski, S.C.
by Thomas J. Wroblewski
180 Main Street
Menasha, WI 54952

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